

REMARKS

In response to the above-identified Decision on Appeal, Claims 1, 6, 13 and 17 are amended, no claims are cancelled and no claims are added. Accordingly, Claims 1-20 are pending and are rejected. Reconsideration and withdrawal of the rejections of record are requested in view of such amendments and the following discussion.

I. Claim Rejections Under 35 U.S.C. §102(e)

The Examiner rejects Claims 1-21 under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 6,594,700 issued to Graham ("Graham").

Regarding Claim 1, Claim 1 is amended to recite the following claim feature, which is neither expressly nor inherently disclosed by either Graham or the references of record:

transmitting, by the service provider, metadata, to the broker, describing at least one communication proxy, including at least one supported protocol, a type, and a location of the communication proxy, the communication proxy provided by the service provider to enable client-access to the Internet service. (Emphasis added)

According to the Examiner, Graham (col. 6, lines 1-49) teaches transmitting metadata, to the broker, describing at least one communication proxy, including at least one supported protocol, a type, and a location of the communication proxy, as recited by the claimed subject matter. (See, pg. 5, ¶ 1 of Examiner's Answer mailed July 21, 2005.) After careful review of the relevant portions of Graham cited by the Examiner, Applicants amend Claim 1 to recite that the communication proxy is provided by the service provider to enable client-access to the Internet service. According to the Examiner:

The information received from the service providers corresponds to transmitting metadata to broker and includes the type of communication proxy, that is adapter servlet required to convert the service provider's protocol to a canonical representation, e.g., XML or SGML. (Pg. 5, ¶ 2 of Examiner's Answer mailed July 21, 2005.)

Applicants respectfully submit that the Examiner has improperly equated the service provider protocol adapter servlets, as taught by Graham, with the communications proxy provided to a broker by a service provider, as recited by amended Claim 1. In other words, Applicants respectfully submit that the Examiner is improperly equating the matching of client

requested services with service providers providing the client requested service, which is referred to by Graham as the “client lookup mechanism,” (see col. 7, lines 4-19) with the mechanism for interchange to provide client access to the Internet service from the service provider once matching client and service providers are found.

Specifically, as recited by Graham and illustrated with reference to FIG. 5:

The process begins by determining the service provider’s unique protocol and using the appropriate service provider protocol adapter servlet for the advertisement in the unique protocol of the service provider (step 502). Next, a check is made to determine whether a service provider protocol adapter servlet is available for the protocol (step 504). (col. 8, lines 7-13.) (Emphasis added.)

Based on the cited passage above, Applicants respectfully submit that the USBIM taught by Graham provides the service provider protocol adapter servlet, which the Examiner has improperly equated with the communications proxy, as recited by the amended Claim 1. However, in contrast to the Examiner’s contention:

The protocol adapter servlet is fundamental to the present invention, if a servlet does not exist for this specific service protocol, the process ends. (col. 8, lines 18-20.) (Emphasis added.)

Hence, based on the cited passages above, the Examiner’s contention that the service provider provides the service provider protocol adapter servlet (which the Examiner equates to the communication proxy as recited by amended Claim 1) is directly contrary to the explicit teachings of Graham. As taught by Graham, the USBIM is responsible for providing the service provider protocol adapter servlets; and hence, if a service provider adapter protocol servlet does not exist for a service provider, the process ends. (See supra.) Consequently, the service provider of Graham does not provide the communication proxy, as recited by amended Claim 1.

Furthermore, according to the Examiner, Graham (col. 6, line 66 - col. 7, line 38) teaches the accessing, by the communication proxy, a web server to provide the Internet service to a client if the communication proxy is compatible with the client requirement, as recited by the claimed subject matter. (Pg. 5, ¶ 3 of Examiner’s Answer mailed July 21, 2005.) However, after careful review of the relevant portions of Graham cited by the Examiner, Applicants respectfully disagrees with the Examiner’s contention. According to the Examiner:

The adapter servlet, which corresponds to the communication proxy, is compatible with the client environment and enables the client to request a service using the client's protocol from a service provider. (Pp. 5-6 of Examiner's Answer mailed July 21, 2005.)

Claim 1 is further amended to recite the following claim feature which is neither expressly nor inherently disclosed by Graham or the references of record:

the communication proxy provided by the service provider to enable the access to Internet service; and

accessing, by the communication proxy, a web server of the service provider to provide the Internet service to a client if the type of the communication proxy matches a communication proxy type specified by the client. (Emphasis added.)

Conversely, as disclosed by Graham:

the protocol of the requester client and the service provider are unimportant. In the present invention, a client may have a protocol which is the same as or different from the service provider because an interaction between the client and the service provider is brokered in a protocol independent internal registry 402. (Col. 6, lines 13-18.) (Emphasis added.)

In contrast to Graham, amended Claim 1 recites that a type of the communication proxy, which a client and a web server of the service provider use for interaction to provide the Internet service to the client, is required to match a communication proxy type specified by the client. Hence, Applicants respectfully submit that the explicit statement within Graham that "the protocol of the requester client and the service provider are unimportant" (See col. 6, lines 13 and 14) specifically prohibits the Examiner from establishing that Graham teaches or suggests specification of a communication proxy type by a client, as recited by amended Claim 1.

Applicants respectfully submit that the above recited feature of accessing a web server of the service using a communications proxy having a type that matches the communications proxy type specified by a client refers to the interaction mechanism between the client and the web server of the service provider to provide the Internet service to the client. According to the Examiner:

The adapter servlet, which corresponds to the communications proxy, is compatible with the client environment and enables the client to request a service using the client's protocol from a service provider. (Pg. 5, ¶ 3 of Examiner's Answer mailed July 21, 2005.) (Emphasis added.)

According to the Examiner, accessing, by the communications proxy, a web server of the service to provider of the Internet service to a client if the communications proxy is compatible with the client, is taught at col. 6, line 66 - col. 7, line 38 of Graham. (Pg. 5, ¶ 3 of Examiner's Answer mailed July 21, 2005).

Applicants respectfully submit that the Examiner has once again improperly equated the "client lookup mechanism," as taught by Graham, with the interaction mechanism between matching clients and service providers provided by the communication proxy supplied by the service provider, as recited by amended Claim 1. Conversely, as recited by amended Claim 1, the communications proxy provided by the service provider interacts with a web server of the service provider to provide the Internet service to a client if the type of communication proxy provided by the service provider matches a communication proxy type specified by the client.

Accordingly, Applicants respectfully submit that although Graham teaches that the client protocol adapter servlet is responsible for the "client lookup mechanism," the client protocol adapter servlet is responsible for brokering the mechanism of client and service provider interaction; it is not responsible for providing the communication proxy to enable client-access to the Internet service, as recited by the amended Claim 1; namely, as further taught by Graham, once the client lookup mechanism matches a client and a service provider:

Associated with the client lookup mechanism is the ability to broker the mechanism of client-service provider interaction. . . . [T]he client protocol adapter servlet brokers an interchange mechanism between the requester client and the service provider. (col. 7, lines 17-35.) (Emphasis added.)

Hence, Applicants respectfully submit that the entire specification of Graham is restricted to teaching:

Solutions to allow interoperability of devices and services that implement different service discovery protocols. (col. 2, lines 20-21.)

To this end, Graham explicitly states that:

[T]he protocols of the requester client and the service provider client are unimportant. In the present invention, a client may have a protocol which is the same as or different from that of the service provider because interaction between the client and service provider is brokered in a protocol-independent registry 402. (col. 6, lines 13-18.) (Emphasis added.)

Hence, Applicants respectfully submit that the teachings of Graham fail to disclose a communications proxy provided by a service provider, which interacts with a web server of the service provider to supply an Internet service to a client, as recited by the amended Claim 1. However, the case law is clear in establishing that “A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628, 631, 2USPQ2d 1051, 1053 (Fed. Cir. 1987). (“Verdegaal Bros”)

Here, Applicants respectfully submit that the entire specification of Graham is devoid of any disclosure regarding a client-specified communications proxy type, which must be available from a service provider to provide the client with the Internet service of the service provider, as recited by amended Claim 1. Furthermore, Graham explicitly teaches that it is not the service provider that provides the communications proxy that a client will use to interact with a web server to receive the service provided by the service provider. As taught by Graham, the mechanism for interchange between the client and service provider is brokered by the client protocol adapter servlet. (See, supra.)

Accordingly, Applicants respectfully submit that Applicants’ amendment of Claim 1 prohibits the Examiner from establishing a *prima facie* case of anticipation of Claim 1 since Graham fails to either expressly or inherently disclose a communication proxy type that matches a client specified type, where the communication proxy is supplied by a service provider to enable client-access to the Internet service, as recited by amended Claim 1. Therefore, Applicants respectfully submit that Claim 1, as amended, is patentable over Graham, as well as the references of record. Consequently, Applicants respectfully request that the Examiner reconsider and withdraw the §102(e) rejection of Claim 1. Id.

Regarding Claims 2-5, Claims 2-5 depend from Claim 1 and therefore include the patentable claim features of Claim 1, as described above. Accordingly, Claims 2-5, based on their dependency from Claim 1, are also patentable over Graham, as well as the references of record. Consequently, Applicants respectfully request that the Examiner reconsider and withdraw the §102(e) rejection of Claims 2-5.

Regarding Claims 6 and 17, Claims 6 and 17 recite the following claim feature, which is neither suggested nor taught by Graham or the references of record:

receiving metadata from the broker regarding a communication proxy having at least a matching communication proxy type to the desired communication proxy type, the communication proxy provided by a service provider of the desired Internet service. (Emphasis added.)

Applicants respectfully submit that the explicit statement within Graham indicating that “the client protocol adapter servlet brokers an interchange mechanism between the requester client and the service provider” (see col. 7, lines 32-34) prohibits the Examiner from establishing that Graham either expressly or inherently discloses the above-recited feature of amended Claims 6 and 17. In other words, the claimed feature of amended Claim 1, which recites a communication proxy having a communication proxy type that matches a desired communication proxy type, where the communication proxy is provided by a service provider of the desired Internet service is directed to a client capability to specify a type of the interchange mechanism (communication proxy) used to provide interaction between a requester client and a service provider client (web server of the services provider.)

Accordingly, Applicants respectfully submit that the Examiner fails to establish a *prima facie* case of anticipation of Claims 6 and 17 since Graham fails to disclose each and every element of Claims 6 and 17. Accordingly, Claims 6 and 17 are patentable over Graham, as well as the references of record. Consequently, Applicants respectfully request that the Examiner reconsider and withdraw the §102(e) rejection of Claims 6 and 17.

Regarding Claims 7-12, Claims 7-12 depend from Claim 6 and therefore include the patentable claim features of Claim 6, as described above. Accordingly, Claims 7-12, based on their dependency from Claim 6, are also patentable over Graham, as well as the references of record. Consequently, Applicants respectfully request that the Examiner reconsider and withdraw the §102(e) rejection of Claims 7-12.

Regarding Claims 18-20, Claims 18-20 depend from Claim 17 and therefore include the patentable claim features of Claim 17, as described above. Accordingly, Claims 18-20, based on their dependency from Claim 17, are also patentable over Graham, as well as the references of

record. Consequently, Applicants respectfully request that the Examiner reconsider and withdraw the §102(e) rejection of Claims 18-20.

Regarding Claim 13, Claim 13 recites the following claim feature, which is neither taught nor suggested by either Graham or the references of record:

matching the request with an Internet service registration to identify a communication proxy of the communication proxy type, the communication proxy provided by a service provider of the desired Internet service; and transmitting metadata to the client, the metadata including at least a location of the identified communication proxy, the identified communication proxy to enable access to a web server of the service provider to provide the client-desired Internet service to the client. (Emphasis added.)

For at least the reason described above, Applicants respectfully submit that the Examiner fails to establish a *prima facie* case of anticipation of amended Claim 13, since Graham, as well as the references of record, fail to either expressly or inherently disclose at least the above recited claim features of amended Claim 13. Accordingly, Applicants respectfully submit that Claim 13 is patentable over Graham, as well as the references of record. *Id.* Consequently, Applicants respectfully request that the Examiner reconsider and withdraw the §102(e) rejection of Claim 13.

Regarding Claims 14-16, Claims 14-16 depend from Claim 13, and therefore include the patentable claim features of Claim 13, as described above. Accordingly, Claims 14-16, based on their dependency from Claim 13, are also patentable over Graham, as well as the references of record. Consequently, Applicants respectfully request that the Examiner reconsider and withdraw the §102(e) rejection of Claims 14-16.

CONCLUSION

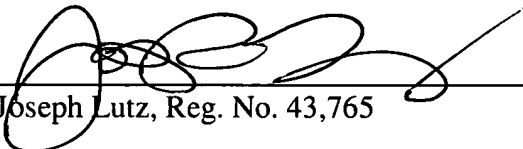
Applicant has amended the claims to recite features that are not taught or suggested by the references. No new matter is introduced by the Applicant's claim amendments, which are supported in Applicant's specification and are necessary for placing the present application in condition for allowance.

In view of the foregoing, it is believed that all claims now pending, namely Claims 1-20 patentably define the present application over the prior art of record, and are therefore in condition for allowance; and such action is earnestly solicited at the earliest possible date. If the Examiner believes that a telephone conference would be useful in moving the application forward to allowance, the Examiner is encouraged to contact the undersigned at (310) 207-3800, ext. 738.

Respectfully submitted,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN

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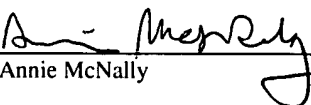


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Annie McNally

12/06/06
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